THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

Articles of Association of

BMAF LIMITED

Company Number 11736307

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PART 1 - PRELIMINARY

1. Name

The name of the Company is BMAF Limited ("the Company").

2. Interpretation

2.1 In these Articles, unless the context otherwise requires:

Act means the Companies Act 2006.

Affiliated Club means a club, association, company or other organisation, whether incorporated or unincorporated, admitted to affiliation and membership of the Company in accordance with these Articles.

Affiliation Fees means the fees payable by Affiliated Clubs to the Company in respect of affiliation and membership, as approved by the Members under Article 26.

Articles means these Articles of Association as amended from time to time.

Board means the Board of Directors of the Company.

Chair means the Chair of the Board appointed in accordance with Article 35.

Club Representative means the individual notified to the Company by a Member as authorised to exercise that Member's rights in accordance with Article 14.

Company means BMAF Limited.

Company Secretary means any person appointed by the Board under Article 48 to perform the duties of secretary of the Company.

Director means a Director of the Company.

Governance Framework means the governance framework and supporting governance arrangements maintained under these Articles.

Independent Professionally Qualified Accountant means a person appropriately professionally qualified in accountancy and independent of the Company, its Directors and those responsible for the Company's day-to-day financial administration, as further specified in the Governance Framework.

Management Committee means any committee established by the Board to undertake or coordinate operational management of the Company's activities.

Masters Athlete means an athlete who qualifies for Masters competition under the applicable Rules of Competition governing competitions organised by the Company.

Masters Athletics means the sport of athletics for Masters Athletes, including track and field, road running, cross-country and race walking.

Member means an Affiliated Club whose name is entered in the Company's register of Members.

Member-Controlled Provisions means the provisions of the Governance Framework identified in Article 27.2.

Predecessor Body means the unincorporated association known as the British Masters Athletic Federation.

Reserved Matters means the matters reserved to the Members by Article 23 or elsewhere in these Articles.

Rules of Competition means the rules, regulations and technical provisions applicable from time to time to competitions organised by the Company, including any applicable rules of relevant governing bodies.

Vice-Chair means a Director appointed under Article 36.

2.2 Words importing the singular include the plural and vice versa.

2.3 Words importing one gender include every gender.

2.4 The headings in these Articles are for convenience only and shall not affect their interpretation.

2.5 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2.6 Subject to the foregoing, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Act as in force on the day on which these Articles become binding on the Company.

2.7 Any reference in these Articles to an enactment includes a reference to that enactment as re-enacted or modified from time to time by statute and to subordinate legislation made under it.

2.8 The relevant model articles of association for a private company limited by guarantee are expressly excluded.

PART 2 - OBJECTS

3. Objects

The objects of the Company (Objects) are to promote, develop and support Masters Athletics.

In furtherance of those objects, the Company shall:

3.1 Organise, promote and support Masters Athletics competitions and championships at national and international level.

3.2 Support and facilitate the participation and representation of Masters Athletes from the United Kingdom and the Crown Dependencies in international Masters Athletics competitions and events.

3.3 Represent and promote the interests and development of Masters Athletics and Masters Athletes within the United Kingdom and the Crown Dependencies and internationally.

3.4 Support Affiliated Clubs and encourage participation, lifelong involvement and personal development through Masters Athletics.

3.5 Promote excellence, fairness, integrity, inclusion and sportsmanship within Masters Athletics.

3.6 Work in partnership with UK Athletics, England Athletics, Scottish Athletics, Welsh Athletics, Athletics Northern Ireland, World Athletics, World Masters Athletics, European Masters Athletics, and any successor or replacement bodies, and such other organisations as further the objects of the Company.

3.7 Promote education, coaching, officiating, volunteering and the sustainable development of Masters Athletics.

3.8 Undertake any other lawful activities that further or are incidental to the attainment of these objects.

4. Powers

In furtherance of its Objects, and subject to these Articles and the Reserved Matters, the Company has the powers of a natural person together with all powers conferred by the Act.

Without limitation, the Company may:

a. organise competitions, championships and other events;

b. appoint officers, employees, advisers, contractors and committees;

c. enter into contracts and agreements;

d. acquire, lease, hold and dispose of property;

e. receive affiliation fees, grants, sponsorship, donations and other income;

f. invest funds in accordance with applicable law;

g. publish information and educational material;

h. establish, acquire or dispose of subsidiary bodies or trading entities, subject to Article 23;

i. acquire some or all of the undertaking, assets and liabilities of the Predecessor Body, carry out its powers and obligations, and, to the extent permitted by law, indemnify its trustees, committee members, officers and other persons properly acting on its behalf against liabilities and costs properly incurred in connection with the undertaking, assets, liabilities, obligations or commitments of the Predecessor Body or their transfer to the Company;

j. undertake any lawful activity incidental or conducive to achieving its Objects.

PART 3 - NOT-FOR-PROFIT PROVISIONS

5. Application of Income

The income and property of the Company shall be applied solely towards the promotion of its Objects.

No part of the income or property shall be paid or transferred directly or indirectly by way of profit to Members or Directors except:

a. reimbursement of reasonable expenses properly incurred on behalf of the Company;

b. payment for goods or services supplied to the Company on terms approved in accordance with these Articles and applicable law;

c. any payment expressly permitted by these Articles.

6. Benefits to Directors

Directors shall not receive remuneration for acting as Directors unless specifically authorised by the Members.

Nothing in these Articles prevents a Director receiving:

a. reimbursement of properly incurred expenses;

b. payment for services provided outside the ordinary duties of a Director where properly authorised in accordance with Article 41 and the Company's Conflict of Interest Policy;

c. indemnity or insurance permitted by law.

7. Liability of Members

The liability of each Member is limited to £1.

Every Member undertakes, if the Company is wound up while it is a Member or within one year after it ceases to be a Member, to contribute up to £1 to the assets of the Company for:

a. payment of the Company's debts and liabilities contracted before it ceased to be a Member;

b. payment of the costs, charges and expenses of winding up; and

c. adjustment of the rights of contributories among themselves.

8. Dissolution

If, upon or in expectation of the winding up or dissolution of the Company, any property remains after satisfaction of all debts and liabilities, such property shall not be distributed amongst the Members.

Instead, it shall be transferred to one or more organisations having objects similar to those of the Company, as determined by the Members at or before the dissolution.

PART 4 - CONSTITUTIONAL PRINCIPLES

9. Governance Structure

The governance of the Company shall be based upon the following principles:

a. the Affiliated Clubs are the Members of the Company and exercise the constitutional powers reserved to them by these Articles;

b. each Member acts through its Club Representative for the purpose of exercising its membership rights;

c. Directors are responsible for the governance, leadership and strategic direction of the Company;

d. the Board may delegate operational responsibility to a Management Committee, officers or other authorised persons whilst retaining overall responsibility for governance; and

e. Members and Directors perform distinct constitutional roles.

10. Governance Framework

10.1 The Company shall maintain a Governance Framework comprising governance regulations and supporting documents.

10.2 The Governance Framework shall be subordinate to and consistent with these Articles.

10.3 In the event of any inconsistency between these Articles and the Governance Framework or any subordinate governance document, these Articles shall prevail.

10.4 The Governance Framework shall not amend, override or create a Reserved Matter except to the extent expressly permitted by these Articles.

11. Compliance

The Company shall conduct its affairs in accordance with:

a. the Act and all other applicable laws;

b. the applicable Rules of Competition governing competitions organised by the Company; and

c. such policies, regulations and procedures as may lawfully be adopted by the Company from time to time.

Nothing in these Articles shall require the Company to adopt any rule or policy that is inconsistent with applicable law.

PART 5 - MEMBERS AND AFFILIATED CLUBS

12. Membership

12.1 The Members of the Company shall be the Affiliated Clubs admitted in accordance with these Articles and entered in the Company's register of Members.

12.2 Each Member shall have one membership and one vote, subject to these Articles and the Act.

12.3 Each Member shall appoint one Club Representative to exercise its rights in relation to the Company.

12.4 A Club Representative acts on behalf of the Member and does not become a Member of the Company personally by reason of that appointment.

12.5 Membership of the Company shall not automatically confer Directorship, and Directorship shall not automatically confer membership or authority to represent a Member.

12.6 The Board shall ensure that the Company's register of Members is maintained in accordance with the Act and records the particulars required by law.

13. Admission of Affiliated Clubs

13.1 A club, association, company or other organisation wishing to become an Affiliated Club and Member shall apply in accordance with the eligibility criteria and procedure prescribed by the Member-Controlled Provisions.

13.2 The Board shall consider the application, carry out such reasonable checks as the Governance Framework requires, and place the application and its recommendation before the Members within the period prescribed by the Governance Framework.

13.3 A club, association, company or other organisation shall be admitted as an Affiliated Club and Member only upon approval by Special Resolution of the Members at a General Meeting.

13.4 Admission shall take effect when the Special Resolution has been passed, the applicant has agreed to be bound by these Articles and applicable membership requirements, and its name has been entered in the register of Members.

13.5 Where an existing Member incorporates, changes its legal form, amalgamates with another organisation or transfers substantially all of its activities and undertaking to another organisation which the Board reasonably considers to be the genuine successor to substantially the same club or association, that successor organisation shall not be required to make a new application under Article 13.1.

13.6 The Board may provisionally recognise a successor organisation under Article 13.5 for affiliation and administrative continuity, subject to reasonable verification in accordance with the Member-Controlled Provisions. Such provisional recognition shall not itself admit the successor organisation as a Member of the Company or create an additional membership or vote.

13.7 The substitution of the successor organisation as the Member shall be placed before the Members for confirmation by Special Resolution at the next General Meeting at which it can reasonably be considered. If approved, and once the successor organisation has agreed to be bound by these Articles and applicable membership requirements, it shall be entered in the register of Members in place of the predecessor organisation.

13.8 If the proposed substitution is not confirmed, any provisional recognition shall cease and the Board shall make such orderly transitional arrangements as are reasonably necessary and consistent with these Articles and the Member-Controlled Provisions.

14. Club Representatives

14.1 Each Member shall appoint its Club Representative in such manner as it considers appropriate and shall notify the Company of the appointment.

14.2 The Company shall register the appointment following any reasonable administrative verification required by the Governance Framework. Registration shall not confer a discretionary power on the

Board to reject a representative validly appointed by a Member who satisfies the published requirements.

14.3 A Member may replace its Club Representative at any time by notifying the Company in accordance with the Governance Framework.

14.4 If a Club Representative becomes a Director, that individual shall cease to act as the Club Representative on taking office as a Director and the Member shall appoint a replacement as soon as reasonably practicable. The Member itself shall remain a Member throughout.

14.5 Nothing in these Articles prevents a Director remaining an individual member of an Affiliated Club.

15. Cessation, Termination and Suspension of Membership

15.1 A Member may resign its membership and affiliation by giving written notice in accordance with the Governance Framework. The Governance Framework may prescribe a reasonable notice period and arrangements for outstanding subscriptions, liabilities, records and other obligations.

15.2 A Member's affiliation and membership may be terminated involuntarily only by Special Resolution of the Members at a General Meeting, following completion of the process prescribed by the Member-Controlled Provisions. Grounds for termination may include a material or repeated breach of these Articles or applicable membership obligations, failure after reasonable notice to pay Affiliation Fees or other sums properly due to the Company, ceasing to satisfy the applicable eligibility requirements, or conduct materially prejudicial to the Company or its Objects.

15.3 Before a resolution under Article 15.2 is considered, the Member concerned shall receive written notice of the grounds proposed for termination and a reasonable opportunity to make representations. Until the resolution is passed, that Member shall retain its membership rights, including its right to vote on the resolution.

15.4 Where the Board reasonably considers urgent action necessary to protect the Company, athletes or other participants, it may temporarily suspend specified affiliation privileges pending consideration of the matter by the Members. A temporary suspension shall be proportionate, recorded and reviewed promptly, shall not terminate membership, and shall not remove the Member's company voting rights.

15.5 Subject to the successor arrangements in Article 13.5 to 13.8, membership shall cease automatically if the Member ceases to exist as an organisation, subject to any reasonable transitional arrangements prescribed by the Governance Framework.

15.6 The detailed application, resignation, suspension and termination procedures shall be set out in the Member-Controlled Provisions.

PART 6 - GENERAL MEETINGS

16. Annual General Meeting

16.1 The Company shall hold an Annual General Meeting in each calendar year and no more than fifteen months shall pass between one Annual General Meeting and the next.

16.2 The business of the Annual General Meeting shall include:

a. receiving the Board's Annual Report;

b. receiving the annual accounts;

c. appointing Directors where required;

d. approving or appointing the Chair where required by these Articles;

e. considering Reserved Matters; and

f. such other business as may properly come before the meeting.

17. Extraordinary General Meetings

17.1 The Board may convene an Extraordinary General Meeting whenever it considers necessary.

17.2 Members may require an Extraordinary General Meeting to be convened in accordance with the Act.

17.3 Only the business for which an Extraordinary General Meeting has been convened shall be transacted.

18. Notice of Meetings

18.1 The Annual General Meeting shall be convened by not less than twenty-one clear days' notice.

18.2 An Extraordinary General Meeting shall be convened by not less than fourteen clear days' notice.

18.3 The notice shall specify:

a. the date;

b. the time;

c. the venue or electronic meeting arrangements;

d. the business to be transacted;

e. any resolutions to be considered; and

f. a statement informing Members of their right to appoint a proxy and the arrangements for submitting proxy appointments.

18.4 A General Meeting may be convened on shorter notice where permitted by the Act.

19. Quorum and Adjournment

19.1 No business shall be transacted at a General Meeting unless a quorum is present.

19.2 The quorum shall be four Members entitled to vote, each represented by its Club Representative or by a validly appointed proxy.

19.3 If a quorum is not present within thirty minutes of the time appointed for the meeting, or ceases to be present during the meeting, the Chair of the meeting shall adjourn the meeting.

19.4 An adjourned meeting shall be reconvened on reasonable notice at a date, time and place or by electronic means determined in accordance with the Governance Framework. If a quorum is not present within thirty minutes at the adjourned meeting, the meeting shall be dissolved and the business shall not be determined unless and until considered through another lawful Member decision process.

20. Voting

20.1 Each Member shall have one vote.

20.2 Decisions shall be determined by a simple majority of votes cast unless the Act or these Articles require a Special Resolution or another majority.

20.3 The Chair of the meeting shall have no additional or casting vote merely by virtue of chairing the meeting.

20.4 General Meetings may be held wholly or partly by electronic means, provided those entitled to participate are able to communicate effectively and exercise the rights applicable to them.

20.5 Where permitted by the Act, the Members may take a decision by written resolution in accordance with the Act.

21. Proxies

21.1 A Member may appoint another person as its proxy to exercise all or any of the Member's rights to attend, speak and vote at a General Meeting in accordance with the Act.

21.2 A proxy need not be a Member or a Club Representative.

21.3 The appointment of a proxy shall be made in writing or electronic form and delivered to the Company in accordance with the Act and any reasonable instructions contained in the notice convening the meeting.

21.4 The appointment of a proxy shall not prevent the Member from exercising its rights through its Club Representative where permitted by law and the proxy arrangements.

21.5 Administrative arrangements relating to proxy appointments may be prescribed by the Governance Framework, provided they are consistent with these Articles and the Act.

22. Attendance by Athletes and Other Non-Members

22.1 Directors may attend and speak at General Meetings whether or not they are Club Representatives.

22.2 Any individual who is a member of an Affiliated Club shall be entitled to attend the Annual General Meeting, speak on business before the meeting and ask questions, subject to reasonable registration, conduct, capacity and meeting-management arrangements prescribed by the Governance Framework.

22.3 The Chair of the meeting may permit other persons, including representatives of athletics governing bodies, advisers, guests and other stakeholders, to attend and speak at a General Meeting where the Chair considers this appropriate.

22.4 The Chair may also permit individual athletes to attend and speak at General Meetings other than the Annual General Meeting.

22.5 Attendance under this Article does not confer any right to vote, appoint a proxy or count towards the quorum.

PART 7 - RESERVED MATTERS

23. Reserved Matters

23.1 The following matters are reserved to the Members:

a. amendment of these Articles;

b. appointment and removal of Directors, except for a temporary appointment under Article 34;

c. approval, appointment or removal of the Chair in accordance with Article 35;

d. approval of Affiliation Fees;

e. admission of a new Affiliated Club and Member, and involuntary termination of an existing Member;

f. adoption, amendment or revocation of the Member-Controlled Provisions;

g. approval of borrowing, guarantees or security above a threshold approved by the Members from time to time, and approval of any material financial commitment outside an approved budget above a threshold approved by the Members;

h. establishment, acquisition, disposal or winding-up of a subsidiary or material corporate interest;

i. approval of any merger, amalgamation, fundamental corporate restructuring, material territorial or governing-body reorganisation, or sale or transfer of the whole or a substantial part of the Company's undertaking;

j. voluntary dissolution or winding up of the Company; and

k. any other matter which the Board considers should properly be referred to the Members for determination.

23.2 Unless the Act or these Articles expressly require a Special Resolution or another majority, a Reserved Matter shall be determined by Ordinary Resolution.

23.3 Admission of a new Member under Article 13, confirmation of a successor Member under Article 13.7, and involuntary termination of a Member under Article 15 require a Special Resolution.

23.4 No Reserved Matter may be exercised by the Board, the Management Committee or any delegate except to the extent expressly authorised by the Act or these Articles.

24. Strategic Direction

24.1 The Board shall be responsible for determining and keeping under review the strategic direction of the Company.

24.2 The Board shall report to the Members on the Company's activities in such manner as may be prescribed by the Governance Framework.

25. Financial Management

25.1 The Board shall be responsible for the financial management of the Company, subject to the Reserved Matters.

25.2 The Board shall present the annual accounts and such financial information as may be required by law or by the Governance Framework.

26. Affiliation Fees

26.1 The Board shall recommend Affiliation Fees to the Members.

26.2 Affiliation Fees shall require approval by the Members.

26.3 If a proposed change to the Affiliation Fees is not approved, the most recently approved Affiliation Fees shall continue to apply until different fees are approved by the Members, unless the Members resolve otherwise.

26.4 Administrative arrangements relating to Affiliation Fees and subscriptions may be prescribed by the Governance Framework.

27. Member-Controlled Provisions

27.1 The Members shall approve the initial Governance Framework. The Governance Framework shall clearly identify those provisions which are Member-Controlled Provisions.

27.2 The following subjects shall be Member-Controlled Provisions and may not be adopted, materially amended or revoked without Member approval:

a. the procedures governing application, admission, succession or change of legal form, resignation, suspension and termination of Affiliated Clubs and Members;

b. the procedures governing nomination, election, appointment, reappointment and removal of Directors, and approval or removal of the Chair;

c. the Reserved Matters Schedule and any financial thresholds which these Articles require the Members to approve; and

d. the provisions defining the constitutional division of authority between the Members and the Board.

27.3 The Board may adopt, amend or revoke other regulations, policies, procedures, Financial Regulations, delegated authorities and supporting governance documents where authorised by the Governance Framework, provided they are consistent with these Articles and the Member-Controlled Provisions.

27.4 No amendment to the Governance Framework may alter a statutory Member right, a Reserved Matter or a voting threshold established by these Articles without the approval required by law and these Articles.

PART 8 - DIRECTORS

28. Responsibility of the Board

28.1 The Board shall be responsible for the governance, leadership and strategic direction of the Company.

28.2 Subject to these Articles and the Reserved Matters, the Board may exercise all the powers of the Company.

28.3 The Board may delegate powers in accordance with Article 42 but shall retain ultimate responsibility for the governance of the Company and for oversight of delegated activity.

29. Number of Directors

29.1 Subject to Article 29.2, the Company shall have not fewer than three and not more than seven Directors.

29.2 If, because of resignation, death, disqualification, removal, incapacity or other exceptional circumstances, the number of Directors falls below three, the remaining Director or Directors may continue in office notwithstanding Article 29.1, provided that the Company shall at all times have at least one Director.

29.3 Where the number of Directors is fewer than three, the remaining Director or Directors shall take reasonable steps to restore the Board to at least three Directors as soon as reasonably practicable, including by making any temporary appointment permitted by Article 34 and, where appropriate, convening a General Meeting.

29.4 While the Board consists of fewer than three Directors, the remaining Director or Directors shall, so far as reasonably practicable, limit decisions to those necessary to ensure the proper continuity of the Company, comply with legal or regulatory obligations, deal with urgent matters where delay would materially prejudice the Company, and restore the Board to at least three Directors.

30. Appointment of Directors

30.1 Directors shall be appointed by the Members, except for a temporary appointment under Article 34.

30.2 The Member-Controlled Provisions shall prescribe fair and transparent nomination and election procedures, including reasonable access for independent nominations which satisfy the published eligibility requirements.

30.3 The Board may recommend candidates for appointment but shall not have a power to prevent a compliant independent nomination from being put through the approved process.

31. Qualification of Directors

A Director shall:

a. further the Objects of the Company;

b. satisfy the legal requirements for acting as a Director; and

c. not be disqualified under the Act.

32. Term of Office

32.1 Directors shall normally serve for a term of three years.

32.2 A Director may be reappointed for one further consecutive term of three years.

32.3 In exceptional circumstances, the Members may approve one further consecutive term of up to three years where this is considered necessary in the best interests of the Company, including for continuity or succession purposes.

32.4 No Director shall serve for more than nine consecutive years.

32.5 Following a break of at least one year, a former Director may be eligible for reappointment.

33. Vacation of Office

A Director shall cease to hold office if:

a. they resign;

b. they become disqualified under the Act;

c. they are removed by the Members in accordance with the Act; or

d. they cease to satisfy any qualification prescribed by these Articles; or

e. they die.

34. Casual Vacancies

34.1 A vacancy arising during a Director's term of office may be filled by the Members in accordance with these Articles.

34.2 Where the Board considers that a temporary appointment is reasonably necessary to maintain effective governance, restore a quorum or provide essential skills pending a Member appointment, the Board may appoint a person who is willing and legally eligible to act as a Director.

34.3 A Director appointed by the Board under Article 34.2 shall hold office only until the next General Meeting at which a Director appointment can reasonably be considered, and shall be eligible for appointment by the Members.

34.4 No appointment under Article 34.2 may cause the number of Directors to exceed seven.

34.5 Pending the appointment or confirmation of replacement Directors, the remaining Director or Directors may continue to act in accordance with Article 29.

PART 9 - THE CHAIR AND VICE-CHAIR

35. Appointment and Removal of the Chair

35.1 The Board shall nominate one of the Directors to serve as Chair.

35.2 The nomination shall be submitted to the Members for approval.

35.3 If the Board does not nominate a Chair within a reasonable period, the Members may appoint any Director willing to serve as Chair.

35.4 The Chair shall hold office until the expiry of their term as Director unless they resign the office of Chair or the Members withdraw their approval of the Chair.

35.5 The Members may by Ordinary Resolution remove a person from the office of Chair without necessarily removing that person as a Director. Removal as a Director shall be dealt with separately in accordance with the Act.

36. Vice-Chair and Temporary Chairing

36.1 The Board may appoint a Vice-Chair from among the Directors.

36.2 The Vice-Chair shall assist the Chair and undertake such duties as the Board may determine.

36.3 During the temporary absence of the Chair, or while the office of Chair is vacant, the Vice-Chair may perform the functions of the Chair pending the Chair's return or the approval or appointment of a new Chair in accordance with Article 35.

36.4 If neither the Chair nor Vice-Chair is participating in a Board meeting, the participating Directors may appoint one of themselves to chair that meeting. Such an appointment does not create a separate office of Acting Chair.

PART 10 - BOARD PROCEEDINGS

37. Board Meetings

37.1 The Board shall meet not fewer than four times in each calendar year.

37.2 Additional meetings may be convened by the Chair or by any two Directors on reasonable notice to all Directors. Where fewer than two Directors remain in office, any remaining Director may convene a meeting.

37.3 Meetings may be held in person, electronically or by hybrid means.

38. Quorum

38.1 Where the Company has three or more Directors, the quorum shall be two non-conflicted Directors entitled to participate in the matter concerned.

38.2 Where, in exceptional circumstances, the Company has only two Directors, both non-conflicted Directors shall constitute the quorum.

38.3 Where, in exceptional circumstances, the Company has only one Director, that Director shall constitute a quorum and may act alone, subject to Article 29 and to any conflict of interest which prevents that Director from lawfully determining the matter concerned.

39. Decision Making

39.1 The Board shall seek to reach decisions by consensus wherever reasonably practicable.

39.2 Where a vote is required, decisions shall be determined by a simple majority of those participating and entitled to vote.

39.3 In the event of an equality of votes, the Chair or other Director chairing the meeting shall have a casting vote, provided that person is entitled to vote on the matter and is not conflicted in relation to it.

39.4 A decision may be taken without a meeting where all Directors who would have been entitled to vote on the matter indicate by any lawful means that they share a common view, provided those Directors would have constituted a quorum at a meeting. Such a decision shall be recorded as a Board decision.

40. Collective Responsibility

40.1 The Board shall exercise its powers collectively.

40.2 Individual Directors shall not have authority to bind the Company unless authorised by:

- **a.** the Board;
- **b.** these Articles; or
- **c.** a valid delegation made under these Articles and the Governance Framework.

40.3 Directors shall support decisions properly made by the Board whilst retaining the right to have any dissent recorded in the minutes.

41. Conflicts of Interest

41.1 A Director shall declare the nature and extent of any direct or indirect interest which they have in a proposed or existing transaction or arrangement involving the Company, and any other actual or potential conflict of interest, in accordance with the Act.

41.2 Subject to the Act, the Directors may authorise a situation in which a Director has, or may have, a direct or indirect interest that conflicts, or may conflict, with the interests of the Company.

41.3 Unless otherwise permitted by the Act or properly authorised in accordance with it, a Director who has a material interest in a matter being considered by the Board shall:

- **a.** declare that interest before the matter is considered;

b. not vote on the matter;

c. not be counted in the quorum for that part of the meeting; and

d. withdraw from the discussion where the non-conflicted Directors consider this appropriate.

41.4 In authorising or managing a conflict, the non-conflicted Directors may impose such conditions as they consider appropriate, including restrictions on participation in discussions, receipt of information or involvement in decisions.

41.5 Where the number of non-conflicted Directors is insufficient to form a quorum or otherwise to make a lawful decision, the matter shall not be determined by the conflicted Directors merely in order to restore a quorum and shall be referred for determination through such lawful procedure as is appropriate, including referral to the Members where lawful and appropriate.

41.6 The Board shall maintain appropriate records of declared and authorised conflicts and shall manage conflicts in accordance with these Articles and the Company's Conflict of Interest Policy.

PART 11 - DELEGATION

42. Delegation

42.1 The Board may delegate any of its powers, other than a Reserved Matter, to the Management Committee, individual Directors, employees, officers, committees, advisers, working groups or other authorised persons.

42.2 Every material delegation shall be recorded in writing and shall identify, so far as appropriate, the scope and limits of the authority, whether the delegate may decide or only recommend, any financial or other limits, reporting requirements, and arrangements for review, amendment or revocation.

42.3 A delegation shall not remove the Board's ultimate responsibility for governance and oversight of the delegated activity.

42.4 The Board may require any delegated matter to be referred back to it and may revoke or amend a delegation at any time, subject to commitments lawfully entered into under the delegation.

PART 12 - MANAGEMENT COMMITTEE, OBSERVERS AND ADVISERS

43. Establishment of Management Committee

The Board may establish a Management Committee to assist in the conduct and operational management of the Company's affairs.

44. Role of Management Committee

The Management Committee shall, within the authority delegated to it:

a. oversee or coordinate the day-to-day operation of the Company;

b. implement the strategic direction, plans, budgets and policies approved by the Board; and

c. report regularly to the Board.

45. Membership of Management Committee

45.1 The Board shall determine the composition of the Management Committee.

45.2 The Management Committee may include Directors, officers, volunteers, Club Representatives and individuals appointed for their expertise.

46. Terms of Reference

The Board shall approve written Terms of Reference for the Management Committee, including its remit, delegated authority, reporting obligations and review arrangements.

47. Observers and Advisers

47.1 The Board may appoint or invite Club Representatives, discipline leads, representatives of partner or governing bodies, external advisers, specialists or other individuals to attend Board, committee or other meetings as observers or advisers where this assists the work of the Company.

47.2 The Board may determine the terms, duration, access to papers and confidentiality requirements applying to an observer or adviser.

47.3 Appointment or attendance as an observer or adviser does not confer Directorship, membership of the Company, authority to bind the Company or voting rights unless the individual separately holds such status or authority.

PART 13 - COMPANY SECRETARY

48. Company Secretary

48.1 The Board may appoint a Company Secretary.

48.2 The Company Secretary may be a Director, employee, volunteer or other suitably competent person appointed by the Board on such terms as the Board determines.

48.3 Whether or not a Company Secretary is appointed, the Board shall ensure that responsibility is allocated for the Company's statutory records, filings and governance administration.

PART 14 - ADMINISTRATIVE AND FINANCIAL PROVISIONS

49. Financial Management

49.1 The Board shall be responsible for the proper financial management of the Company, subject to the Reserved Matters.

49.2 The Board shall ensure that appropriate accounting records are maintained in accordance with the Act.

49.3 The Board shall establish and maintain appropriate systems of financial control and delegated authority.

49.4 Detailed financial procedures, including banking, payments, procurement, contracting, reserves and delegated limits, may be prescribed by Financial Regulations adopted in accordance with the Governance Framework.

50. Annual Accounts and Independent Accountancy Support

50.1 The Board shall prepare, approve and file annual accounts in accordance with the Act and remains responsible for those accounts notwithstanding the use of external professional support.

50.2 The annual accounts shall be presented to the Members at the Annual General Meeting.

50.3 The Company shall engage an Independent Professionally Qualified Accountant to prepare, or independently review before Board approval, the annual accounts.

50.4 The detailed appointment arrangements and the criteria for independence and professional qualification may be prescribed by the Governance Framework or Financial Regulations, provided they are consistent with this Article.

51. Audit and Other Independent Scrutiny

51.1 A statutory auditor shall be appointed where required by law or where the Members validly require an audit in accordance with the Act.

51.2 The Members may also resolve that a voluntary statutory audit be undertaken where the Company would otherwise be entitled to audit exemption.

51.3 Nothing in these Articles requires the Company to obtain a statutory audit in a financial year where it is lawfully exempt and no valid Member requirement for an audit has been made.

51.4 The Board may commission other proportionate independent financial assurance or review where it considers this appropriate.

PART 15 - GOVERNANCE FRAMEWORK

52. Governance Framework

52.1 Subject to Articles 10 and 27, the Governance Framework may regulate the governance, administration and operation of the Company and may identify the supporting regulations, schedules, terms of reference, policies, procedures and delegated authorities which may be adopted or amended by the Board or another authorised body.

52.2 The Board shall ensure that all governance documents adopted by it are consistent with these Articles and the Member-Controlled Provisions.

52.3 The Governance Framework shall provide for proportionate reporting and engagement between the Board and the Members, including regular Member briefings in addition to formal General Meetings.

PART 16 - POLICIES

53. Policies

The Board may adopt, amend and revoke such policies and procedures as it considers necessary for the proper governance and management of the Company, provided they are consistent with these Articles, the Member-Controlled Provisions and any applicable law or governing-body requirement.

PART 17 - NOTICES

54. Notices

54.1 Notices required under these Articles may be given by post, electronic communication or any other lawful means.

54.2 A notice sent by electronic communication shall be treated as delivered in accordance with the Act and any applicable lawful procedures adopted by the Company.

PART 18 - INDEMNITY AND INSURANCE

55. Indemnity

55.1 Subject to the Act and to the extent permitted by law, the Company may indemnify a Director or officer against liabilities properly incurred in the discharge of duties on behalf of the Company. No indemnity shall extend to any liability which may not lawfully be indemnified.

55.2 Where the Predecessor Body transfers its assets or undertaking to the Company, the Company may, to the extent permitted by law, indemnify the trustees, committee members, officers and other persons properly acting on behalf of the Predecessor Body against liabilities and costs properly incurred in that capacity in respect of its assets, undertaking, liabilities, obligations or their transfer to the Company.

56. Insurance

The Company may purchase and maintain insurance for the benefit of Directors, officers, volunteers and such other persons acting on behalf of the Company as the Board considers appropriate, to the extent permitted by law.

PART 19 - AMENDMENT OF THE ARTICLES

57. Amendment of the Articles

These Articles may be amended only by Special Resolution of the Members in accordance with the Act.

PART 20 - DISSOLUTION

58. Dissolution

Upon the winding up or dissolution of the Company, the provisions of Article 8 of these Articles shall apply.